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4 BILL NO. S-77-04-09

5 SPECIAL ORDINANCE NO. S-79-77

6 AN ORDINANCE approving a contract
7 with Earth Construction & Engineer-
8 ing, Inc., for North Washington-
Taylor Street Sanitary Sewer Inter-
ceptor.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
10 WAYNE, INDIANA:

11 SECTION 1. That the contract dated March 30, 1977,
12 between the City of Fort Wayne, by and through its Mayor and the
13 Board of Public Works and Earth Construction & Engineering, Inc.,
14 for:

15 LATERAL NO. 1

16 Beginning at a proposed sanitary sewer manhole
17 located within North Washington Road right-of-
18 way 1300+ LF east of and 18+ LF south of the
19 centerline intersection of said North Washing-
20 ton Road and Taylor Street; thence, due south
450+ LF to a proposed manhole; thence, due
east 150+ LF terminating at a proposed clean-
out.

21 Said sewer shall be 8 inches in diameter
22 for a total cost of \$11, 636.00, all as more particularly set forth
23 in said contract which is on file in the office of the Board of
24 Public Works and is by reference incorporated herein, made part
25 hereof and is hereby in all things ratified, confirmed and approved

26 SECTION 2. This Ordinance shall be in full force and
27 effect from and after its passage and approval by the Mayor.

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30
31 
32 Councilman

33
34 APPROVED AS TO FORM
AND LEGALITY,
35 
CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hunta, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort-Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 4-12-77

Charles W. Hinton
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hunga, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>				
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
HUNTER	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS	<u>✓</u>				
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 4/26/77

Charles W. Hinton
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~)

ORDINANCE (RESOLUTION) No. 5-79-77 on the 26th day of April, 1976.

ATTEST: (SEAL)

Charles W. Hinton
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of April, 1976, at the hour of 11 o'clock A M., E.S.T.

Charles W. Hinton
CITY CLERK

Approved and signed by me this 4th day of May, 1979, at the hour of 8:30 o'clock a. M., E.S.T.

Robert Elmshorn
MAYOR

Bill No. S-77-04-09

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance
approving a contract with Earth Constructtton & Engineering, Inc., for
North Washington-Taylor Street Sanitary Sewer Interceptor

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

Samuel J. Talarico Samuel J. Talarico

4-26-77 CONCURRED IN
DATE CHARLES W. WESTERMAN, CITY CLERK

PROJECT

NORTH WASHINGTON RD. - TAYLOR STREET

RES. NO. 289-77

DATE FEB. 23, 1977

CONTRACTOR -----				EARTH CONST.&ENG. CO.		TGG EXCAVATING		BERCOT, INC.		JOHN DEHNER, INC.	
CERTIFIED CHECK		EQUAL EMPLOYMENT STATEMENT			X		XX		X		X
NON-COLLUSION AFFIDAVIT				X		X		X		X	
BID BOND				X		X		X		X	
FINANCIAL STATEMENT				X		X		X		X	
	DESCRIPTION	UNITS	EXTENSION	U.P	EXTENSION	U.P	EXTENSION	U.P	EXTENSION	U.P	EXTENSION
1	8" E.S. C-700 Clay Pipe	610± LF		8.25	5,032.50	7.45	4,544.50	7.92	4,831.20	10.66	6,502.50
2	Type I-A Manhole	4± Ea.		732.50	2,930.00	865.00	3,460.00	750.00	3,000.00	548.25	2,193.00
3	6" "T" or "Y" to PL incl.permit	3± Ea.		50.00	150.00	95.00	285.00	80.00	240.00	51.00	153.00
4	Seeding & 2" mulch	1800± S.Y.		.30	540.00	.44	792.00	.52	936.00	.76	1,368.00
5	#53 or #73 Stone Backfill	200± C.Y.		7.50	1,500.00	8.40	1,680.00	7.96	1,592.00	7.22	1,444.00
6	4" - 7" Tree Removal	1± Ea.		50.00	50.00	15.00	15.00	70.00	70.00	70.00	70.00
7	8" - 12" Tree Removal	2± Ea.		75.00	150.00	40.00	80.00	120.00	240.00	102.00	204.00
8	24" Tree Removal	3± Ea.		100.00	300.00	70.00	210.00	240.00	720.00	204.00	612.00
9	8" E.S. C-700 Clay Pipe Replacemt.	20± LF		10.00	200.00	14.00	280.00	5.00	100.00	12.75	255.00
10	6" Deep Stone Drive	25± S.Y.		1.50	37.50	3.15	78.75	4.50	112.50	2.97	74.25
11	1½" Asphalt Topping (City A-2)	200± S.Y.		2.48	496.00	2.20	440.00	6.00	1,200.00	3.40	680.00
12	12" Deep Strength Asphalt	10± S.Y.		15.00	150.00	13.75	137.50	33.00	330.00	12.75	127.50
13	Brushing	L.S.		100.00	100.00	300.00	300.00	400.00	400.00	255.00	255.00
	CONTRACTOR'S TOTAL BID		\$12,505.00	**	\$11,636.00		\$12,302.75		\$13,771.70		\$13,938.35
	ADVERTISING COST		40.00		40.00		40.00		40.00		40.00
	Area Connection		586.09		586.09		586.09		586.09		586.09
	HIGHWAY PERMITS										
	INSPECTION & ENGINEERING		1,960.00		1,960.00		1,960.00		1,960.00		1,960.00
MU-SE TOTAL ESTIMATE		\$15,091.09		** 6.95% under Engineer's Estimate \$14,222.09		\$14,888.84		\$16,357.79		\$16,524.44	

PROJECT NORTH WASHINGTON RD. - TAYLOR STREET

RES. NO. 289-77

DATE FEB. 27, 197

CONTRACTOR -----		L. W. DAILEY		SHAMBAUGH & SONS		SCHENKEL & SONS, INC.					
CERTIFIED CHECK	EQUAL EMPLOYMENT STATEMENT		X		X		X		X		
NON-COLLUSION AFFIDAVIT		X		X		X		X			
BID BOND		X		X		X		X			
FINANCIAL STATEMENT		X		X		X		X			
DESCRIPTION	UNITS	EXTENSION	U P	EXTENSION	U P	EXTENSION	U P	EXTENSION	U P	EXTENSION	
1 8" E.S. C-700 Clay Pipe	610± LF		10.25	6,252.50	14.27	8,704.70	18.00	10,980.00			
2 Type I-A	4± Ea.		770.00	* 3,080.00	1049.00	4,196.00	1490.00	5,960.00			
3 6" "T" or "Y" to PL inc. permit	3± Ea.		125.00	375.00	28.00	84.00	73.00	219.00			
4 Seeding & 2" Mulch	1800± S.Y.		.60	1,080.00	.95	1,710.00	.60	1,080.00			
5 #53 or #73 Stone Backfill	200± C.Y.		8.75	1,750.00	9.25	1,850.00	9.90	1,980.00			
6 4" - 7" Tree Removal	1± Ea.		40.00	40.00	165.00	165.00	45.00	45.00			
7 8" - 12" Tree Removal	2± Ea.		60.00	120.00	180.00	360.00	65.00	130.00			
8 24" Tree Removal	3± Ea.		200.00	600.00	215.00	645.00	86.00	258.00			
9 8" E.S. C-700 Clay Pipe Replacemt.	20± LF		7.00	140.00	14.27	285.40	10.00	200.00			
10 6" Deep Stone Drive	25± EY		3.00	75.00	4.10	102.50	3.00	75.00			
11 1½" Asphalt Topping (City A-2)	200± S.Y.		2.95	590.00	3.45	690.00	4.50	900.00			
12 12" Deep Strength Asphalt	10± S.Y.		19.00	190.00	23.00	230.00	33.50	335.00			
13 Brushing	L.S.		80.00	80.00		881.00	500.00	500.00			
CONTRACTOR'S TOTAL BID				*14,372.50		19,903.60		22,662.00			
ADVERTISING COST				40.00		40.00		40.00			
				586.09		586.09		586.09			
HIGHWAY PERMITS											
INSPECTION & ENGINEERING				1,960.00		1,960.00		1,960.00			
MU-SE TOTAL ESTIMATE				\$16,958.59		\$22,489.69		\$25,248.09			

* Total reflects correct extension of bid units. in item #2 and does not include contractor's bid item #14 for cleanout.

CONTRACT AND BOND

This Agreement, Made and entered into as of the 30 day of

March 19 77, by and between

EARTH CONSTRUCTION & ENGINEERING, INC.

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct

LATERAL NO. 1

Beginning at a proposed sanitary sewer manhole located within North Washington Road right-of-way 1300± LF east of and 18± LF south of the centerline intersection of said North Washington Road and Taylor Street; thence, due south 450± LF to a proposed manhole; thence, due east 150± LF terminating at a proposed cleanout.

Said sewer shall be 8 inches in diameter.

for the Following Prices

8" E.S. C-700 Clay pipe	Eight Dollars & Twenty-Five Cents	8.25
Type 1-A Manhole	Seven Hundred Thirty-Two Dollars & Fifty/	732.50
6" "T" or "Y" to PL including permit	Fifty Dollars	50.00
Seeding & 2" mulch	Thirty Cents	.30
#53 or #73 stone backfill	Seven Dollars and Fifty Cents	7.50
4" - 7" tree removal	Fifty Dollars	50.00
8" - 12" tree removal	Seventy-Five Dollars	75.00
24" tree removal	One Hundred Dollars	100.00
8" E.S. C-700 Clay Pipe Replacement	Ten Dollars	10.00
6" deep stone drive	One Dollar and Fifty Cents	1.50
1½" asphalt topping (City A-2)	Two Dollars and Forty-eight Cents	2.48
12" deep strength asphalt	Fifteen Dollars	15.00
Brushing	One Hundred Dollars	100.00

The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions of SANITARY SEWER Improvement Resolution No. 289-77 and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 240 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this 8th

day of March 19 77.

EARTH CONSTRUCTION & ENGINEERING, INC.

BY: *Carl P. Longhead*

ITS: *Pres.*

Contractor, party of the first part.

This contract approved by us this 30

day of March, 19 77

BOARD OF PUBLIC WORKS,
Party of the second part.

Robert Elmstrong

Mayor

GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we EARTH CONSTRUCTION & ENGINEERING,
INC. _____ Contractors

as principal and AMERICAN STATES INSURANCE COMPANY

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Eleven
Thousand, Six-Hundred Thirty-Six Dollars and-----00/100 (\$ 11,636.00)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said EARTH CONSTRUCTION
AND ENGINEERING. INC.

did on the 8th day of March, 1977 enter into a contract with the City
of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a sewer in and
along _____

according to certain plans and specifications, and also warranting and guaranteeing the work, material and
conditions of the sewer as provided in the aforesaid contract, plans and specifications.

Now, if the said EARTH CONSTRUCTION AND ENGINEERING, INC.

_____ shall faithfully perform and fulfill all the requirements of said war-
ranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for,
then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this 8th day of March 19 77

EARTH CONSTRUCTION & ENGINEERING, INC. (SEAL)

BY: Gerald C. Kramer (SEAL)

AMERICAN STATES INSURANCE COMPANY

Gerald C. Kramer (SEAL)
Attorney-in-Fact, Gerald C. Kramer

Approved this 30 day of March, 19 77

Henry P. Weinberg
Earl H. Pomeroy
May J. Scott
Board of Public Works.

LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we EARTH CONSTRUCTION AND
ENGINEERING, INC.

as principal and AMERICAN STATES INSURANCE COMPANY

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ELEVEN
THOUSAND SIX HUNDRED THIRTY-SIX DOLLARS AND ----- 00/100 (\$ 11,636.00)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall
faithfully comply with the foregoing contract made and entered into the 8th

day of March, 1977, with the City of Fort Wayne, Indiana, and shall faithfully
fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the
sewer as to the workmanship, material and conditions for the period of Three (3) years, according to
the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and
remain in full force and virtue in law and in the event the said City shall extend the time for the com-
pletion of said work, such extension shall not in any way release the sureties on this bond.

Witness our hands and seals this 8th day of March 19 77

EARTH CONSTRUCTION & ENGINEERING, INC. (SEAL)

BY: Gerald C. Kramer (SEAL) Pres

AMERICAN STATES INSURANCE COMPANY (SEAL)

Gerald C. Kramer (SEAL)
Attorney-in-Fact, Gerald C. Kramer

Approved this 30 day of March, 19 77

APPROVED AS TO FORM AND LEGALITY

Ann I. Brown
CITY ATTORNEY

Henry P. Wittenberg
Earl V. Lamm
May J. Scott
Board of Public Works.

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5,68,69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, Page 545, being Section 9459 of Burns Annotated Statutes Volume IV) (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII). It is further stipulated that any judgment rendered against the City of Ft. Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

TITLE OF ORDINANCE SPECIAL ORDINANCE-Contract of Earth Const. & Engineering - Res. 289-77DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKSSYNOPSIS OF ORDINANCE Contract of Earth Construction & Engineering, Inc. inamount of \$11,636.00 provides for construction of a Sanitary Sewer Interceptorin the North Washington Road-Taylor Street area.This is the low of seven bids received.

(SEE TABULATION ATTACHED)

EFFECT OF PASSAGE Make sanitary sewer service available in areaRevenue to the Sewer UtilityEFFECT OF NON-PASSAGE Failure to provide sewer service where possibleMONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Cost to Utility - \$11,636.00Reimbursement will be made to the Utility as property owners tap in.

ASSIGNED TO COMMITTEE _____

Public Works